

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

CITY CLERK DEPT.

DEPARTMENT: Engineering Department

05 OCT 26 AM 10:01

AGENDA DATE: November 1, 2005

CONTACT PERSON/PHONE: Rick Conner, ext. 4423

DISTRICT(S) AFFECTED: Citywide

SUBJECT:

That the City Manager be authorized to sign a Consultant Services Agreement by and between the **CITY OF EL PASO** and **SUN CITY ANALYTICAL, INC.**, for environmental engineering services on an "as needed" basis for a period of one (1) year in an amount not to exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00).

BACKGROUND / DISCUSSION:

The environment consultant shall be responsible to provide environmental services that include investigations of soil and water contamination on City properties, environmental testing services, asbestos surveys, and environmental site assessments.

PRIOR COUNCIL ACTION:

The City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

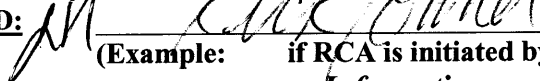
This item will be funded on a per project basis. The item has not been budgeted. No funding information is available. This item does not require a budget transfer.

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD:  _____
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Consultant Services Agreement between the **CITY OF EL PASO** and **SUN CITY ANALYTICAL, INC** on an "as needed" basis to provide environmental engineering services for an amount not to exceed ONE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$150,000.00).

ADOPTED this _____ day of _____, 2005.


THE CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

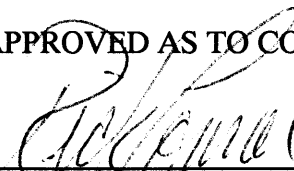
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:



Rick Conner, P.E.
City Engineer

STATE OF TEXAS

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§

COUNTY OF EL PASO

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CONSULTANT SERVICES AGREEMENT

This Agreement is made this ____ day of _____, 2005 by and between the **CITY OF EL PASO**, a Texas municipality, hereinafter referred to as the "City" and **SUN CITY ANALYTICAL, INC.**, a Texas corporation, hereinafter referred to as the "Consultant."

WHEREAS, the Consultant provides engineering and environmental consultant services, and

WHEREAS, the City desires to engage the Consultant to be available, on an "as needed" basis, to investigate, as the need may arise from time to time, the extent and character of soil and water contamination on City properties, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and as specified in purchase orders, from time to time, hereinafter collectively referred to as the "Project."

NOW, THEREFORE, for and in consideration of the promises, terms and conditions and covenants set forth below, the parties hereto agree as follows:

I. SCOPE OF WORK

A. General

1. The Consultant shall perform professional services for the Project, as defined herein and as further described in Exhibit "A", which is attached hereto and made a part hereof for all purposes.
2. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by the Consultant under this Agreement.
3. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of Health Regulations, and any and all applicable State, Federal and Local laws. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its reports and other services.

4. The intent of this Agreement is to contract with a Consultant fully capable of carrying out all work set forth in the Agreement.
5. The Consultant shall have a Texas Registered Professional Engineer specializing in Environmental Engineering on staff to assist with the work provided herein, and shall have all equipment and personnel necessary to perform the services requested herein.
6. The Consultant shall provide all required traffic control for purposes of providing services under this Agreement.

B. Coordination

As requested by the City Engineer or the City Attorney's Office, the Consultant shall participate and assist the City, under the direction of the City Engineer and City Attorney's Office in meetings with the Federal, State, and Local regulatory agencies. Any communication or contact with such agencies shall be made only with the approval of the City Engineer and City Attorney's Office.

II. CONSIDERATION

A. Unit Prices

1. The City will pay the Consultant for the requested services in accordance with the unit price fee schedule attached hereto as Exhibit "B" and as further set forth herein.
2. The unit prices stated above includes the cost of salaries and wages paid to principals and employees engaged directly on the Project, with cost of fringe benefits, including but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto.

B. Purchase Orders

1. The City will pay the Consultant upon submittal of an invoice for actual work performed in connection with each site investigation. The actual work shall be performed pursuant to a purchase order issued by the City. The Consultant shall not proceed with any work until such Purchase Order and a Notice to Proceed letter have been issued. The total amount of compensation paid to the Consultant under this Agreement shall not exceed **ONE HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$150,000.00)**, except upon formal written amendment to this Agreement by the parties hereto. The City Engineer

or designate will notify the Consultant each time an investigation is required for a designated site. The Consultant shall develop an investigation plan for the designated site. Upon approval of the investigation plan by the City, the City shall arrange to issue a purchase order for the Consultant to proceed in relation to a designated site. Final payment for each site investigation will be made on the basis of actual work performed and the unit prices in this Agreement.

2. In no event shall compensation under this Agreement exceed \$150,000.00 per site under any conditions, except upon formal written amendment to this Agreement by the parties hereto.
3. The amount of compensation attributable to a Purchase Order issued by the City under this Agreement shall not exceed the compensation initially authorized in that Purchase Order under any conditions, except upon further written authorization. The Consultant shall promptly notify in writing the City Engineer or designate at any time that work authorized by any Purchase Order reaches 80 percent (80%) of the total compensation authorized by that Purchase Order. The Consultant agrees that the City Engineer can stop any work being performed by the Consultant at any time and may cancel any outstanding work under a purchase order without liability to the Consultant. The issuance of a purchase order does not guarantee any quantity of work to the Consultant.
4. In no event shall the Consultant continue to perform or furnish services pursuant to any Purchase Order issued under this Agreement if either one hundred percent (100%) of the compensation authorized in the Purchase Order or the maximum compensation authorized under this Agreement has been reached. The City shall not be responsible for payment to the Consultant for any work performed above these limitations and the Consultant hereby waives all its right to submit a claim for such additional work.

III. TIME OF PERFORMANCE

This Agreement comes into effect and full force, and is legally binding, on the date noted above. This Agreement shall remain in full force for a period of **one (1) year** from the effective date of this Agreement for environmental consultant services. The City has the option to renew this Agreement for an additional one-year term. If the City exercises this option, the Agreement will be governed by the unit price fee schedule, which is attached hereto as Attachment "B". The Consultant will begin work within five (5) City working days of receipt of a written Purchase Order and a Notice to Proceed letter and shall complete the investigation and report within the designated time frame for

each investigation as stated in the Notice to Proceed letter. Except as otherwise provided by this Agreement, the provisions of this Agreement apply to any and all obligations under Purchase Orders issued under this Agreement to the same extent and in the same manner as they apply to all other services or other obligations required by this Agreement.

IV. CITY'S RESPONSIBILITIES

The City shall:

- A. Provide the Consultant with such plans, specifications, addenda, change orders, shop drawings or other information in the possession of the City that may assist the Consultant, but the City does not warrant that such information exists, is accurate, or can be located.
- B. Coordinate the activities of the Consultant. The City Engineer or designee shall act as the City's representative with respect to the Consultant's services to be performed under this Agreement.
- C. Provide all required access and legal authorization for the Consultant to enter each site for purposes of providing services under this Agreement.

V. GENERAL CONDITIONS

A. Termination

This Agreement may be terminated by either party upon five (5) days written notice in the event of failure to perform in accordance with the terms hereof by one party, through no fault of the other party. Additionally, the City may terminate this Agreement, without cause, upon fifteen (15) days written notice to Consultant. If this Agreement is terminated prior to the completion of the Project, the Consultant shall be paid to the extent services are rendered, and the Consultant will provide the City with a complete report of work completed prior to termination. Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Consultant and the City may withhold any payment to the Consultant for the purpose of setoff until such time as the exact amount of damages due the City from the Consultant is determined.

B. Insurance

The Consultant shall secure and maintain at the Consultant's expense such Comprehensive Liability, Property Damage Liability, Vehicle Liability and Workers' Compensation insurance as shall protect the Consultant from workers' compensation claims under applicable state law and from all claims from bodily injury, death, or property damage which may arise from the performance of his services under this

Agreement. Provided, the Consultant shall provide or secure public liability insurance for persona injuries or death, arising out of any one accident or other cause, in a minimum sum of **TWO HUNDRED FIFTY THOUSAND and NO/100 DOLLARS (\$250,000.00)** for one person and **FIVE HUNDRED THOUSAND and NO/100 DOLLARS (\$500,000.00)** for two or more persons; and in addition, shall provide property damage liability insurance in a minimum sum of **ONE HUNDRED THOUSAND and NO/100 DOLLARS (\$100,000.00)** for property damages arising out of any one accident or other cause, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claim Act, whichever is greater. Such insurance shall be available on a "per occurrence" basis for death or bodily injury or property damage which is caused by an occurrence which takes place during the policy period. **The Consultant shall procure and shall maintain at its expense Professional Liability Insurance for the benefit of the City to cover the errors and omissions of the Consultant, its principals or officers, agents, or employees in the performance of this Agreement, in the amount of One Million and NO/100 Dollars (\$1,000,000.00)**

The Consultant shall maintain said insurance with insurance underwriters authorized to do business in the State of Texas, satisfactory to City. All policies required by this Agreement, with the exception of Workers' Compensation and Professional Liability Insurance, shall name the City, its officials, servants, agents, and employees as additional insureds. All policies shall identify the name of the City project for which the insurance is being issued. The Consultant shall, prior to the execution of this Agreement, furnish the City with a certificate from the insurance carrier showing such insurance to be in full force and effect during the entire term of this Agreement, or shall deposit with City copies of said policies, if requested by City. Said policies or certificates shall contain a provision that written notice of cancellation or of any material change in said policy by the insurer shall be delivered to City **thirty (30) days** in advance of the effective date thereof and shall show the type, amounts, classes of operation covered, effective dates and dates of expiration of policies.

C. **Indemnification**

THE CONSULTANT SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITY OF ANY KIND INCLUDING BUT NOT LIMITED TO ALL EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE LITIGATION, SETTLEMENT AND/OR PAYMENT OF JUDGMENT INCLUDING COURT COSTS, AND ATTORNEY'S FEES, FOR BODILY INJURY, ILLNESS, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY, INCLUDING THE LOSS OF USE THEREOF OR ARISING FROM OR RELATING TO ANY ACT(S) OR OMISSION(S) OF THE CONSULTANT, ITS PRINCIPALS OR ITS OFFICERS, AGENTS, EMPLOYEES OR

**SUBCONTRACTORS, IN THE PERFORMANCE OF ANY SERVICES
FURNISHED UNDER THIS AGREEMENT**

WITHOUT LIMITING THE GENERALITY OF THE ABOVE, THE CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS EMPLOYEES, AGENTS AND ATTORNEYS FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, DAMAGE, EXPENSE, PENALTIES AND LEGAL AND INVESTIGATION FEES OR COSTS, ARISING FROM OR RELATED TO ANY CLAIM OR ACTION FOR INJURY, LIABILITY, BREACH OF WARRANTY OR REPRESENTATION, OR DAMAGE RESULTING FROM THE VIOLATION OF ANY ENVIRONMENTAL LAW OR OTHER STATUTE, ORDINANCE, RULE, REGULATION, JUDGMENT OR ORDER OF ANY GOVERNMENTAL OR JUDICIAL ENTITY WHICH ARE INCURRED OR ASSESSED AS A RESULT (WHETHER IN PART OR IN WHOLE) OF ANY ACTION OR INACTION OF THE CONSULTANT, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, UNDER THIS AGREEMENT. CONSULTANT'S OBLIGATIONS AND LIABILITIES UNDER THIS PARAGRAPH SHALL CONTINUE SO LONG AS THE CITY BEARS ANY LIABILITY OR RESPONSIBILITY UNDER THE ENVIRONMENTAL LAWS OR PENALTIES FOR ANY ACTION OR INACTION OF THE CONSULTANT AS STATED HEREIN. THIS INDEMNIFICATION SHALL INCLUDE, WITHOUT LIMITATION, COSTS INCURRED IN CONNECTION WITH ANY INVESTIGATION OF SITE CONDITIONS OR ANY CLEANUP, REMEDIAL, REMOVAL OR RESTORATION WORK REQUIRED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL AGENCY OR POLITICAL SUBDIVISION BECAUSE OF ANY ACTION OR INACTION OF THE CONSULTANT, ITS EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, UNDER THIS AGREEMENT. CONSULTANT AGREES THAT THIS INDEMNITY IS NOT AN ADEQUATE REMEDY AT LAW FOR CONSULTANT'S VIOLATION OF ANY PROVISION OF THIS SECTION. THE CITY SHALL ALSO HAVE ALL OTHER RIGHTS AND REMEDIES PROVIDED BY LAW OR OTHERWISE PROVIDED IN THIS AGREEMENT.

D. Independent Contractor

The Consultant is not an employee or agent of City by reason of this Agreement, or otherwise. The Consultant is an independent contractor, and shall be solely responsible for its acts or omissions arising from or relating to its performance of this Agreement.

E. Performance

The Consultant is not authorized to revoke, alter, relax, enlarge or release any requirement of the Specifications developed for Remediation nor to approve or accept any

portion of work performed by the Remediation Contractor, unless specifically authorized in writing by the City Engineer, or designate.

F. Confidentiality

The Consultant agrees to notify and obtain written permission from the City prior to releasing any information to the news media, publishers, or other third party regarding the activities being conducted under this Agreement.

G. Consultant's Records

During the entire term of this Agreement and for no less than four (4) years thereafter, the Consultant shall maintain all its records for the period of time required by the applicable local, state, or federal regulation, as amended. As part of such records, the Consultant shall, in accordance with generally accepted professional accounting principles, maintain records of all its expenses incurred in connection with performance of this Agreement, and shall make the same available to City upon request, for purposes of audit, examination or copying.

H. Licenses, Permits and Laws

The Consultant shall, except as otherwise provided herein, without additional expense to the City, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, including but not limited to, Texas Water Code, §§26.341 - 26.359, and 40 CFR Parts 280 and 281, in connection with the work required by this Agreement.

I. Rights to Contracted Products

All reports or products prepared by the Consultant pursuant to this Agreement, but not including the Consultant's administrative communications and records, shall be delivered (hard copy and electronically) to and become the exclusive property of the City and may be used by the City in any way it may deem appropriate.

J. Auditing Records

Consultant's records subject to audit shall include but not be limited to records which, in the City's discretion, have a bearing on matters of interest to the City in connection with the Consultant's work for the City and shall be open to inspection and subject to audit and/or reproduction by City's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide City's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The City or its designee shall be entitled to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this Agreement and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

K. Time of Essence; Liquidated Damages

TIME IS OF THE ESSENCE in this Agreement. The Consultant agrees to adhere to the schedule mutually agreed to by the City and the consultant and established in each Purchase Order and Notice to Proceed letter. Failure of the Consultant to adhere to this schedule without due cause, approved in writing by the City Engineer, or designate, shall cause damage to the City which the Consultant agrees to compensate at the rate of **ONE HUNDRED AND 00/100 DOLLARS (\$100.00)** per day, without the right of setoff or counterclaims.

It is hereby understood and mutually agreed, by and between the Consultant and the City, that the date of beginning and the time for completion, as specified in each Notice to Proceed letter, are **ESSENTIAL CONDITIONS** in the Agreement; and it is further mutually understood and agreed that the work embraced in this Agreement shall be commenced on a date within five (5) City working days of receipt of each Purchase Order and Notice to Proceed letter.

The Consultant agrees that said work shall be prosecuted regularly, diligently, and uninterrupted at such rate of Progress as shall ensure completion thereof within the time specified. It is expressly understood and agreed, by and between the Consultant and the City, that the time allowed for the completion of the work described in each Notice to Proceed letter shall be a reasonable time for the completion of the same, excepting events beyond the control of the Consultant, such as delays imposed by the City or the Texas Commission on Environmental Quality, inclement weather, access difficulties, and unexpected mechanical equipment failures. The Consultant shall work diligently to overcome any such delays.

If the Consultant shall neglect, fail, or refuse to complete the work within the time specified in each Notice to Proceed Letter, or any proper extension thereof granted by the City, then the Consultant does hereby agree, as a part consideration for the awarding of this Agreement, to pay the City the amount specified in this Agreement, not as a penalty,

but as liquidated damages for such breach of Agreement as herein set forth, for each and every calendar day that the Consultant shall be in default after the time stipulated in each Purchase Order for completing the work.

The said amount is fixed and agreed upon by and between the Consultant and the City because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the City would in such event sustain, and said amount is agreed to be the amount of damages which the City would sustain.

It is further agreed that TIME IS OF THE ESSENCE of each and every portion of this Agreement and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Agreement an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Agreement. The Consultant shall not be charged with liquidated damages or any excess cost when the City determines in writing that the Consultant is without fault and the Consultant's reasons for the time extension are acceptable to the City.

L. Equal Employment Opportunity

In providing services under this Agreement, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Consultant shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin. The Consultant shall incorporate the foregoing instruments of this section in all of its subcontracts for work to be performed on this Project.

M. Obligations of the Consultant with Respect to Certain Third Party Relationships

The Consultant shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement.

N. Interest of Members of Local Governing Body or Other Public Officials

No member of the governing body of the City of El Paso, and no other public official of the City of El Paso who exercises any function or responsibility with respect to the program shall during his tenure or for one (1) year thereafter, have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

O. Assignment, Transfers, Subcontracts

The Consultant agrees that the obligations authorized under this Agreement are not assignable or transferable and the Consultant agrees not to subcontract any of the work authorized hereunder, without the prior written approval of the City, except as noted herein. Any fees to be charged to the City for work to be performed by subcontractors must be approved prior to the work being performed.

The Consultant shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Project with respect to which assistance is being provided under this Agreement.

P. Change of Legal Status

In the event that there is a change in any way of the legal status of the entity that has entered into this Agreement, including but not limited to the dissolution of a partnership or a corporate entity, the City shall have the right to (1) immediately terminate this Agreement for convenience, or (2) consent to the change in the legal status and continue under this Agreement, or (3) enter into an Agreement with any person, corporation, or association that it deems to be qualified to perform the services requested herein with no further legal obligation or liability under this Agreement.

Q. Waiver

Neither the City's review, approval or acceptance of, nor payment for any of the Services performed by the Consultant shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

R. Law Governing Agreement

The laws of the State of Texas shall govern the validity, performance, interpretation and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.

S. Notices

All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901-1196

COPY TO: City of El Paso
Engineering Department
Attn: City Engineer
#2 Civic Center Plaza
El Paso, Texas 79901-1196

CONSULTANT: Sun City Analytical, Inc.
1409 Montana Avenue
El Paso, Texas 79902

or to such other addresses that the parties may indicate to each other in writing from time to time.

T. Authorization to Enter Agreement

If the Consultant signs this Agreement as a corporation, each of the persons executing this Agreement on behalf of the Consultant warrants to the City that the Consultant is a duly authorized and existing corporation, that the Consultant is qualified to do business in the State of Texas, that the Consultant has full right and authority to enter into this Agreement, and that each and every person signing on behalf of the Consultant is authorized to do so. Upon the City's request, the Consultant will provide evidence satisfactory to the City confirming these representations.

U. Entire Agreement

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

VI. COMPLIANCE WITH ALL LAWS - FEDERAL FUNDING REQUIREMENTS

Consultant, at Consultant's expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or Consultant with respect to the use of federal funds and Nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal funds.

Consultant shall at all times comply with all the applicable Federal Transit Administration regulations, policies, procedures and directives including without limitation those listed directly or by reference in the Master Agreement dated October 1, 2004 and amended from time to time during the term of this contract. The Consultant's failure to comply shall constitute a material breach of this Agreement.

Specifically, and not in limitation of the foregoing, Consultant agrees that the following covenants shall apply throughout the performance of this Agreement because federal funds are involved and that, in the event of breach of the above covenant or breach of any of the following covenants, City shall have the right to terminate this Agreement.

A. Anti-Kickback Rules

Salaries of architects, engineers, draftsmen, technical engineers, technicians and other employees and consultants performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Sec. 874; and Title 40 U.S.C., Sec. 276c). The Consultant shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

B. Section 3 Clause

The following provisions are incorporated into this Agreement, as required by 24 CFR 135:

1. To the extent that the work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the Project.
2. The parties to this Agreement shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Agreement. The parties to this agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Consultant shall send to each labor organization, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Consultant shall include this Section 3 clause in every subcontract for work in connection with the Project and shall, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the

Department issued there under prior to the execution of the construction contract, shall be a condition of the federal financial assistance provided to the Project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Engineers and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

6. That in the furnishing of services hereunder for the purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Consultant shall furnish such services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A. Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulation may be amended. Lessee shall also comply with the applicable provisions of Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) and 49 CFR Part 27.

7. That no person on the grounds of race, creed, color, sex, age, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the performance of this Agreement.

C. Retention and Access to Records

In accordance with 24 CFR 85, the City, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Consultant which are directly pertinent to the City's Community Development Block Grant Program for the purpose of making audit, examination excerpts, and transcriptions.

D. Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise here from.

E. Davis-Bacon Wages

In preparation of his cost estimates and the Project budget, described in Sec. VI, Part C., and Sec. VI, Part D., hereof, the Consultant shall base such

estimates and the project budget on the premise that the regulations and requirements enumerated in 29 CFR Part 5, Subpart A (Davis-Bacon and Related Act) apply to the project and must be followed and obeyed by the selected Consultant.

F. Termination for Cancellation of Grant

Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the City shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to said date upon furnishing the City a progress report and an invoice to such date, and upon acceptance of the work by the City.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Joyce A. Wilson – City Manager

CONSULTANT: Sun City Analytical, Inc.

Luis M. Acuna
President

APPROVED AS TO FORM:

Theresa Cullen-Garney
Deputy City Attorney

APPROVED AS TO CONTENT:

Rick Conner, P.E.
City Engineer

(Acknowledgements begin on next page)

ACKNOWLEDGEMENTS

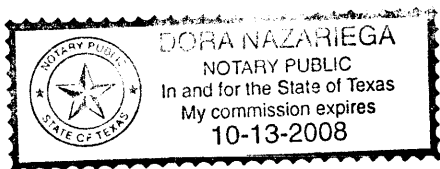
STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2005, by Joyce A. Wilson, as City Manager of the CITY OF EL PASO.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledge before me on the 21st day of October, 2005, by Luis M. Acuna, as President of Sun City Analytical, Inc.



Dora Nazariega
Notary Public, State of Texas

ATTACHMENT "A"

PROJECT SCOPE

TITLE: **Environmental Engineering Consultant Services**

LOCATION: Citywide

BUDGET: \$150,000.00 / Year

GENERAL DESCRIPTION: See attached Scope of Work

SERVICES REQUIRED:

(x)	Environmental Services	(X)	Planning
(X)	Investigation	(X)	Soils Investigation
(X)	Bidding & Construction	(X)	Historical, Archeological Services

PRODUCTS REQUIRED:

(x)	Study / Report	(X)	Plans, Specifications, Estimates
-----	----------------	-----	----------------------------------

GENERAL REQUIREMENTS AND CRITERIA:

1. Work must meet all applicable City Code.
2. Work must comply with Engineering Department Guidelines.
3. Work must comply with all local, state and federal laws and regulations, including but not limited to the American with Disabilities Act.

OTHER CONSIDERATIONS:

1. Design shall be coordinated with Engineering and User Department.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Project Schedules to be developed for each assignment as needed by Engineering and User Department. This contract will be for a period of one (1) year with fees not to exceed \$150,000 with the option to renew for an additional one-year term.

NOTE:

Consultants must bring copies of licenses for

1. **Registered Professional Engineer(s)**
2. **Individual Asbestos Consultant**
3. **Asbestos Consultant Agency**
4. **Corrective Action Project Manager**
5. **Licensed Mold Assessment Consultant**

Scope of Work (Continue)

Environmental Engineering Consultant Services

Leaking Petroleum Storage Tank Sites (LPST's):

To investigate the extent and character of soil and groundwater contamination on City properties. The investigation phase includes the drilling and installation of monitoring wells, the collection of soil and ground water samples for analysis, the classification of soils, the remediation of hazardous and non-hazardous work sites, providing recommendations on environmental remediation strategies that are cost effective and efficient.

It is preferred, but not mandatory, that the selected consultant have a well driller licensed in the State of Texas employed directly by the consultant. If the consultant does not have a licensed driller on staff, then subcontracting out this service may be acceptable provided the selected drilling company has been approved by the Public Works Department. Subsurface drilling capabilities must be for 200 feet below grade and install a 2 inch monitor well and for 100 feet below grade and install a 4 inch monitor well.

It is desirable that the consultant have the capability of performing necessary environmental testing services in its own laboratory. If the consultant does not have such capability, subcontracting out testing services may be acceptable, provided that such laboratory is located within the State of Texas.

The consultant must be a registered LPST "*Corrective Action Specialist (CAS)*" as well as have on staff a registered "*Corrective Action Project Manager (CAPM)*" as required under Title 30, Texas Administrative Code, Chapter 334, Subchapter J.

The consultant shall submit project reports for each location as required by the environmental regulator agencies. Reports shall include the following information:

- a) A description of the site along with the vicinity map depicting the main suspected source of contamination, and any well within ½ a mile radius.
- b) Copies of boring logs.
- c) Classification of soil encountered.
- d) A monitor well installation detail, if installed.
- e) A detail of the chemical analysis performed showing levels of contamination at the various sample depths both for soil and ground water.
- f) A determination of the ground water flow direction.
- g) A discussion on the findings and methodology used to determine the findings.
- h) A conclusion with recommended strategies for possible remediation.

Additionally the consultant must have a good knowledge and understanding of the following guidance documents:

- RG-016 How to Remove your Underground Storage Tank from the Ground.
- RG-017 Action Levels for LPST Sites.
- RG-036 Risk-Based Corrective Action for Leaking Storage Tank Sites.
- RG-041 Corrective Action Plans for LPST Sites.
- RG-043 Groundwater Monitoring and Reporting.
- RG-014 Soil and Groundwater Sampling and Analysis.
- RG-091 Guidance Manual for the Performance of Risk Assessment, Contaminant Fate and Modeling.
- RG-144 Petroleum Storage Tank Program: Reimbursement from the PST Remediation Fund.
- RG-171 Guidance for the Performance of Risk-Based Assessments at LPST Sites.
- RG-277 Superfund Sites, Presumptive Remedies for Soils at Texas State.
- 30 TAC, Chapter 350: Texas Risk Reduction Program (TRRP).

Municipal Separate Storm Sewer System (MS4)

The consultant must have at least two years of experience in issues associated with storm water regulations and with the NPDES/TPDES permitting program. Specifically, the consultant must have a good understanding of the regulations governing storm water discharges from *industrial activities, construction activities, and municipal separate storm sewer systems (MS4s)* to Texas waters and must have a good understanding of the monitoring data and the proper reports required to comply with the EPA requirements for MS4's program.

Hazardous Waste Program

The consultant must have a good knowledge of the Federal (40 CFR, Chapter I, Parts 265 to 299) and State (30 TAC Chapter 335) environmental regulations governing the Management of Industrial Solid Waste and Municipal Hazardous Waste. Specifically, the consultant must have at least two years of experience in issues associated with the following:

- a) Standards Applicable to generators of Hazardous Waste.
- b) Standards Applicable to transporters of Hazardous Waste
- c) Pollution Prevention: Source Reduction and Waste Minimization Program.
- d) Household-Hazardous Waste Program.
- e) Waste Classification.
- f) Hazardous Waste Record-Keeping and Reporting Requirements.

Additionally, the consultant must be very familiar with the following guidance documents:

- RG-022 Guidance for the Classification & Coding of Industrial & Hazardous Waste.
- RG-112 Source Reduction and Waste Minimization Annual Progress Report Instruction Manual and Forms.
- RG-151 Industrial & Hazardous Waste Annual Waste Summary Instructions.
- RG-234 Industrial and Hazardous Waste: Rule and Regulations for Small-Quantity Generators.

Environmental Assessments

The Consultant must have two or more years of experience in conducting Phase I and Phase II, Environmental Site Assessments (ESA). Specifically, the consultant must have a good knowledge and understanding of the following guidance documents:

- a) E 1527 Standard Practice for Environmental Site Assessments:
Phase I Environmental Site Assessments.
- b) EPA Risk Assessment Guidance for Superfund (RAGS) Volume I and II.
- c) RG-015 Real Estate Considerations for LPST Cleanups.
- d) Radon Gas Investigation and Testing

Brownfields

The Consultant must have two or more years of experience in conducting Brownfield Phase I and Phase II, Environmental Site Assessments (ESA). Specifically, the consultant must have a good knowledge and understanding of the following guidance documents:

- a) E 1527 Standard Practice for Environmental Site Assessments:
Phase I Environmental Site Assessments.
- b) EPA Risk Assessment Guidance for Superfund (RAGS) Volume I and II.
- c) RG-015 Real Estate Considerations for LPST Cleanups.
- d) EPA Guidance for Quality Assurance Project Plans EPA QA/G-5 and EPA QA/R-5
- e) Texas Commission on Environmental Quality (TCEQ) Voluntary Clean-up Program (VCP)

Asbestos

The consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Asbestos Containing Materials (ACM) and Asbestos Containing Building Materials (ACBM). It is desirable that the consultant be a Licensed Asbestos Consultant Agency as well as have a Licensed Asbestos Individual Consultant on staff to perform asbestos surveys and prepare abatement project specifications. If the consultant is not a Licensed Asbestos Consultant Agency, then subcontracting out the service to oversee the management activities associated with ACM may be acceptable provided the selected Licensed Asbestos Consultant Agency and its Licensed Asbestos Individual Consultant has been approved by the City Engineering Department.

Mold

The consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Mold Assessment and Abatement. It is desirable that the consultant have an individual Licensed Mold Assessment Consultant on staff to perform all mold assessment activities. If the consultant does not have a Licensed Mold Assessment on staff, then subcontracting out the service to oversee the management activities associated with mold assessment may be acceptable provided the selected Licensed Mold Assessment Individual Consultant has been approved by the City Engineering Department.

Lead-Based Paint

The Consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Lead-Based Paint Assessment and Abatement Oversight. It is desirable that the consultant have staff certified to inspect, assess, supervise, and design specification for lead base paint assessment and abatement oversight. However, if the consultant does not have any certified staff, then subcontracting out the service to oversee the management activities associated with lead assessment or oversight may be acceptable provided the selected Certified Individual Consultant has been approved by the City Engineering Department.

Archeological Investigations

The consultant must have the appropriate knowledge and expertise to perform preliminary assessments such as identifying environmental conditions or monitoring excavations to determine archaeological significance to comply with the National Historic Preservation Act of 1966, as amended and with the Texas Historical Commission requirements. It is desirable that the consultant have on staff qualified personnel to perform these services.

However, if the consultant does not have such capability, subcontracting out this service may be acceptable, provided that the selected subcontractor has been approved by the Public Works Department.

Municipal Solid Waste

The consultant must have a good knowledge of the Federal (RCRA Subtitle D, 40 CFR) and State (30 TAC Chapter 330) environmental regulations governing the management of Municipal Solid Waste facilities. Specifically, the consultant must have at least two years of practical experience in the following:

- a) Preparation of the TCEQ permit to operate a Solid Waste facility.
- b) Design and operation of groundwater protection Systems. This include the implementation of MSW liner systems, design of leachate collection systems, and the implementation of final cover systems.
- c) Preparation of groundwater monitoring and sampling plans.
- d) Preparation and Implementation of corrective action programs.
- e) Preparation of gas monitoring sampling plans.
- f) Closure and post-closure requirements
- g) Preparation of periodic aerial photography to include topographic maps with one foot accuracy contours to monitor the quantity of solid waste deposited in the landfill.

Additionally, the consultant must be very familiar with the following guidance documents:

- RG-074 Guidelines for the preparation of a Groundwater Sampling and Analysis Plan (GWSAP).
- Guidelines for Preparing a Landfill Gas Management Plan (30 TAC, Chapter 330.130).
- Methane Monitoring handbook (December of 1993)

ATTACHMENT "B"

SUN CITY ANALYTICAL ENVIRONMENTAL SERVICES FEE SCHEDULE

PROFESSIONAL CATEGORY	HOURLY RATES
Principal	\$120.00 per hr.
Licensed Consultant (Asbestos, Mold, Lead, etc.)	\$120.00 per hr.
CIH	\$100.00 per hr.
IH	\$60.00 per hr
Environmental Engineer	\$120.00 per hr
Professional Geologist	\$110.00 per hr
Archaeologist	\$100.00 per hr
Other Specialized Professionals	negotiable
OTHER LABOR RATES	
Technician	\$50.00 per hr.
Project Manager / Air Monitoring	\$60.00 per hr.
Inspector / Management Planner	\$60.00 per hr.
Environmental Assessor	\$70.00 per hr
Laboratory Technician	\$65.00 per hr.
Administrative Support	\$45.00 per hr.
AutoCAD Draftsman	\$55.00 per hr.
Subcontractor Fees	cost plus 5%
Other Specialized Personnel	negotiable
Overtime multiplier	1.5
Weekend multiplier	1.5
Overhead Multiplier	2.62
OTHER COSTS	
Laboratory Testing	Cost plus 5%
Information Services	cost plus 5%

Special Disposal Services	cost plus 5%
Air Travel (two way travel), Lodging, Vehicle Rental	cost plus 5%
Meals (per person per day) out-of-town	\$55 ea. person
Equipment Rental (including any deposits)	cost plus 5%
Truck Rental per day	\$60.00 ea. vehicle
Car Rental per day	\$55.00 ea. vehicle
Training City Personnel or others	cost plus 5%
Shipping (Fedex, DHL, UPS or USPS)	cost plus 5%
All Materials	cost plus 5%
All Supplies	cost plus 5%
Miscellaneous Or Otherwise not listed in this fee schedule	cost plus 5%

**City of El Paso
Engineering Department**

**RFQ PROPOSAL INFORMATION
PACKET**

Environmental Engineering Consultant Services

Important Notice: A Pre-Proposal Meeting is scheduled for **Tuesday, May 17, 2005, 10:00 a.m.** at the Engineering Conference Room to provide interested firms the scope of work and address initial questions or concerns related to the project.

Consultant's Submittal is
due by **Closing Date 3:00 p.m.,
Thursday, May 26, 2005.**

Information collected, assembled or maintained by the City pursuant to law or in connection with the transaction of official business is subject to disclosure under the Texas Public Information Act. Firms must clearly identify and mark any information which it believes is excepted from disclosure pursuant to the Act which is codified in Texas Government Code Annotated, Chapter 552 (Vernon's) or other applicable law.

Selection Procedures

I. Objectives

The consultant selection process has as its primary objective the selection of the firm most capable of successfully preparing the design documents, inclusive of all elements stated in the Project Scope solely in the basis of qualifications and demonstrated competence.

II. Qualifications Committee

The Evaluation Committee will review the firm's project submittal as outlined in "Attachment A" and select a slate of firms to be interviewed by the Architect-Engineer Selection Committee.

III. Submittal Format

Project submittals must be provided in the following format:

- **NO MORE THAN 10 PAGES (Regardless of the materials, form or manner of such submittal, no submittal shall exceed the ten (10) page restriction.**
- **All pages shall be 8 1/2" X 11" size sheets (No other size sheet will be allowed)**
- **type written**
- **double spaced**
- **Submittals including content on both sides of one page shall be considered (2) pages**
- **Address evaluation criteria in the order presented on the enclosed Attachment "A"**

IV. Project Submittal

Consultant must submit **ten (10) copies** of the **Submittal** and a completed **Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying** no later than **3:00 p.m., Thursday, May 26, 2005**, to Javier Reyes,,P.E., Engineering Department, 4th floor, City Hall, 2 Civic Center Plaza, El Paso, Texas 79901.

Submittals received after 3:00 p.m., Thursday, May 26, 2005, will not be accepted.

After the closing date, no person from an interested firm shall contact any member of either the Evaluation ; Selection committee to lobby for the selection of his or her firm. The process as outlined by City Administration, Council or Mayor is intended to be the only process and its purpose is the fair and impartial selection of architectural, engineering or land surveying services for City Public Works projects.

PROJECT SCOPE

TITLE: **Environmental Engineering Consultant Services**

LOCATION: Citywide

BUDGET: \$300,000.00 / Two Years

GENERAL DESCRIPTION: See attached Scope of Work

SERVICES REQUIRED:

- | | |
|----------------------------|--|
| (x) Environmental Services | (X) Planning |
| (X) Investigation | (X) Soils Investigation |
| (X) Bidding & Construction | (X) Historical, Archeological Services |

PRODUCTS REQUIRED:

- | | |
|--------------------|--------------------------------------|
| (x) Study / Report | (X) Plans, Specifications, Estimates |
|--------------------|--------------------------------------|

GENERAL REQUIREMENTS AND CRITERIA:

1. Work must meet all applicable City Code.
2. Work must comply with Engineering Department Guidelines.
3. Work must comply with all local, state and federal laws and regulations, including but not limited to the American with Disabilities Act.

OTHER CONSIDERATIONS:

1. Design shall be coordinated with Engineering and User Department.

PROJECT SCHEDULE: (Consecutive Calendar Days)

Project Schedules to be developed for each assignment as needed by Engineering and User Department. This project is for a 730 consecutive calendar day contract with no option for contract renewal.

NOTE:

Consultants must bring copies of licenses for

1. **Registered Professional Engineer(s)**
2. **Individual Asbestos Consultant**
3. **Asbestos Consultant Agency**
4. **Corrective Action Project Manager**
5. **Licensed Mold Assessment Consultant**

SCOPE OF WORK

Environmental Engineering Consultant Services

Leaking Petroleum Storage Tank Sites (LPST's):

To investigate the extent and character of soil and groundwater contamination on City properties. The investigation phase includes the drilling and installation of monitoring wells, the collection of soil and ground water samples for analysis, the classification of soils, the remediation of hazardous and non-hazardous work sites, providing recommendations on environmental remediation strategies that are cost effective and efficient.

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Hazardous Waste Program

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- d) Household-Hazardous Waste Program.
- e) Waste Classification.
- f) Hazardous Waste Record-Keeping and Reporting Requirements.

Additionally, the consultant must be very familiar with the following guidance documents:

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Phase I Environmental Site Assessments.
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- c) RG-015 Real Estate Considerations for LPST Cleanups.
- d) EPA Guidance for Quality Assurance Project Plans EPA QA/G-5 and EPA QA/R-5
- e) Texas Commission on Environmental Quality (TCEQ) Voluntary Clean-up Program (VCP)

Asbestos

The consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Asbestos Containing Materials (ACM) and Asbestos Containing Building Materials (ACBM). It is desirable that the consultant be a Licensed Asbestos Consultant Agency as well as have a Licensed Asbestos Individual Consultant on staff to perform asbestos surveys and prepare abatement project specifications. If the consultant is not a Licensed Asbestos Consultant Agency, then subcontracting out the service to oversee the management activities associated with ACM may be acceptable provided the selected Licensed Asbestos Consultant Agency and its Licensed Asbestos Individual Consultant has been approved by the City Engineering Department.

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The Consultant must have the appropriate knowledge and understanding of Federal and State regulations governing the management of Lead-Based Paint Assessment and Abatement Oversight. It is desirable that the consultant have staff certified to inspect, assess, supervise, and design specification for lead base paint assessment and abatement oversight. However, if the consultant does not have any certified staff, then subcontracting out the service to oversee the management activities associated with lead assessment or oversight may be acceptable provided the selected Certified Individual Consultant has been approved by the City Engineering Department.

Archeological Investigations

The consultant must have the appropriate knowledge and expertise to perform preliminary assessments such as identifying environmental conditions or monitoring excavations to determine archaeological significance to comply with the National Historic Preservation Act of 1966, as amended and with the Texas Historical Commission requirements. It is desirable that the consultant have on staff qualified personnel to perform these services.

However, if the consultant does not have such capability, subcontracting out this service may be acceptable, provided that the selected subcontractor has been approved by the Public Works Department.

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- b) Design and operation of groundwater protection Systems. This include the implementation of MSW liner systems, design of leachate collection systems, and the implementation of final cover systems.
- c) Preparation of groundwater monitoring and sampling plans.
- d) Preparation and Implementation of corrective action programs.
- e) Preparation of gas monitoring sampling plans.
- f) Closure and post-closure requirements
- g) Preparation of periodic aerial photography to include topographic maps with one foot accuracy contours to monitor the quantity of solid waste deposited in the landfill.

Additionally, the consultant must be very familiar with the following guidance documents:

- RG-074 Guidelines for the preparation of a Groundwater Sampling and Analysis Plan (GWSAP).
- Guidelines for Preparing a Landfill Gas Management Plan (30 TAC, Chapter 330.130).
- Methane Monitoring handbook (December of 1993)

I. PROJECT PLAN**1. Responsive to Scope of Work**

Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.

2. Project Team

Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.

3. Value Engineering Principles

Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.

4. Other Project Issues

Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.

II. COST CONTROL**1. Estimating Method/Cost Control Plan**

Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.

2. Experience of In-House (and any Subcontracted) Estimator(s)

Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five projects.

PROJECT	Year Awarded	Project Cost	(A)-Final Budget Estimate Before Bid	(B)-Construction Bid Award	Difference (A)-(B)

3. Quality Assurance Review

Describe the firm's approach to quality assurance as it relates to cost estimating.

4. Change Orders

Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.

III. QUALITY CONTROL

1. Quality Control Procedure

Describe how the firm performs quality control in the preparation of construction plans and specifications.

2. Peer Review Principles

Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.

3. Constructibility Review

Describe the firm's approach to reviewing projects for ease of construction.

4. Governing Code Compliance Review

Describe the firm's familiarity with governing codes and their application to the project.

Request for Qualifications Package for Drop Off

Project: PRE-QUALIFICATION APPLICATION

Please Print Name	Company	Phone & Fax	Discipline	Date
JAMIE BARNES	AMEC	915-585-2472 915-585-2472	geotechnical	
			materials testing	
			construction mgmt	
			environmental engineering	
			project management	
			facilities engineering	
			special projects	
			solid waste engineering	
Hector De Santiago	Parkhill, Smith & Cooper	915 533-6811 915 544-2059	Landscape	4/14/05
Enrique Acuña	Encon Inc.	(915) 833-3740 (915) 581-2049	Environmental	4-22-05
ROMAN BUSTILLOS	BROCK & BUSTILLOS	542-4900 542-2867	CIVIL ENGR	4-26-05
Connel Rodriguez	Robinet Associates	502-5225 502-5220	mechanical Electrical	5/13/05
Connel Rodriguez	Robinet Associates	502-5225 502-5224	mechanical electrical	5/13/05
Jose Jimenez	Sun City Analytical, Inc.	533-8840	Env. Eng. Consultant	5/19/05
ARMANDO GARCIA	GARCIA ENGINEERING	838-6480	Civil Eng.	6/10/05

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



Engineering Department

April 20, 2005

American Archaeology Group
P.O. Box 1017
Lampasas, Texas 76550

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

PRESI ORTEGA, Jr.
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Re: **Pre-Qualification Application**

Gentlemen:

The City of El Paso Engineering Department has reviewed your pre-qualification application as mandated by the new Architect-Engineer Selection Ordinance no. 15693.

Your firm has been pre-qualified and will be included in the list for environmental engineering services.

The Evaluation Committee will notify you in writing when proposed city projects under your discipline are available for you to submit your proposal.

Thank you for your application and interest.

Sincerely,

Irene Ramirez, P.E.,
Asst. City Engineer

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



Engineering Department

May 2, 2005

To all Pre-qualified Firms

Re: **Environmental Engineering Consultant Services**

Ladies/Gentlemen:

As one of the Pre-Qualified firms for Environmental Engineering Services, you are hereby notified that the City of El Paso is accepting submittals to provide environmental services for the following project: **Environmental Engineering Consultant Services**. Enclosed for your review is the RFQ Proposal Information Packet which includes the copy of the Scope of Work, Selection Procedure, submittal guidelines and the Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying. **[A Pre-proposal meeting (non-mandatory) is scheduled for 10:00 a.m. Tuesday, May 17, 2005].**

If your firm is interested in this project, you are requested to submit ten (10) copies of a submittal and a completed Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying in a sealed package **on or before 3 p.m. on the closing date of Thursday, May 26, 2005**. Your sealed submittal is to be delivered to Javier Reyes, P.E., Engineering Program Manager. Upon opening of packages, submittals that do not comply with ordinance requirements shall be returned as non-responsive. **Submittals received after 3:00 p.m., Thursday, May 26, 2005 will not be accepted and considered non-responsive.**

The list of firms that have been pre-qualified in disciplines that may/will be needed for the proper completion of this project is posted at the City of El Paso Engineering Department website. Please remember that the City of El Paso requires that any firm performing professional services for the City is pre-qualified by the closing date on any project submittal. If requested by one of the invited firms, a preliminary meeting may be held in order to discuss with all interested firms the scope of the project and address any initial questions.

If you have any questions, please contact Mr. Javier Reyes, P.E., Engineering Program Manager, at 541-4630.

Sincerely,

A handwritten signature in cursive script, appearing to read "Irene Ramirez".

Irene Ramirez, P.E.,
Assistant City Engineer

CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

ROBERT A. CUSHING Jr.
DISTRICT NO. 2

JOSE ALEXANDRO LOZANO
DISTRICT NO. 3

JOHN COOK
DISTRICT NO. 4

PRESI ORTEGA, Jr.
DISTRICT NO. 5

PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

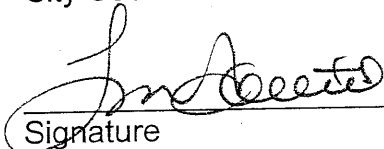
**STATEMENT OF NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING**

Firms submitting qualification statements, including their agents and representatives, shall not undertake any activities or actions to promote or advertise their qualification statement to any member of the El Paso City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations between the closing date and award by City Council. Any violation of this provision may result in disqualification of the firm pursuant to the El Paso Municipal Code. Each firm shall execute by signature the following Statement of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying and return the signed statement with their qualification statement.

(1) Neither I nor any of my officers, partners, owners, agents, representatives, employees, or parties in interest, have in any way colluded, conspired, or agreed, directly or indirectly, with any person, firm, corporation or other entity submitting a qualification statement on this project or potential participant in an effort to circumvent this procurement action. I have not paid or agreed to pay, directly or indirectly any person, firm, corporation or other entity submitting a separate qualification statement on this project or potential participant in this procurement action, any money or anything of value in return for assistance in improperly obtaining or attempting to obtain the contract anticipated to result from this procurement action. I will not pay any money or anything of value in the future for that purpose.

(2) No officer or stockholder of my company is an employee of the City of El Paso or any elected official of the City, or is related to any employee or elected official of the City of El Paso that will exercise any authority in the selection of the project consultant.

(3) My agents, representatives, sub-consultants and I will not undertake any activities or actions to promote or advertise my proposal to any member of any committee reviewing the proposals, member of the El Paso City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the qualification statement submission date and award by City Council.


Signature

Luis M. Acuna
Printed Name

Sun City Analytical, Inc.
Firm/Entity

President
Title

Project: Environmental Engineering Consultant Services

Date: 5/19/05

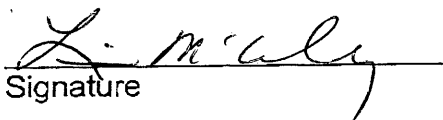
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(2) No officer or stockholder of my company is an employee of the City of El Paso or any elected official of the City, or is related to any employee or elected official of the City of El Paso that will exercise any authority in the selection of the project consultant.

(3) My agents, representatives, sub-consultants and I will not undertake any activities or actions to promote or advertise my proposal to any member of any committee reviewing the proposals, member of the El Paso City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews or presentations between the qualification statement submission date and award by City Council.


Signature

LISA MCCURLEY
Printed Name

HILL COUNTRY ENVIRONMENTAL, INC. PRESIDENT
Firm/Entity Title

Project: Environmental Engineering Consultant Services

Date: 05-25-05

Request for Qualifications Package for Drop Off (5/26/05)

Project: Environmental Engineering Services

[illegible]

Drop Off

**City of El Paso
Engineering Department**

To: Kareem Dallo, P.E., Construction Division Manager
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer
Chairperson, Evaluation Committee

Subject: **Environmental Engineering Services**

Date: May 26, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The score sheets, code of conduct and SOQs are to be turned in by **Tuesday, June 7, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

* Not necessary to do the
shortlist evaluation

As per the ordinance: < 4 submittals; will
be forwarded to Selection Committee directly

**City of El Paso
Engineering Department**

To: Sonny Holguin., Engineering Department
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer
Chairperson, Evaluation Committee

Subject: **Environmental Engineering Services**

Date: May 26, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The score sheets, code of conduct and SOQs are to be turned in by **Tuesday, June 7, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Javier Reyes, P.E., Engineering Department
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer
Chairperson, Evaluation Committee

Subject: **Environmental Engineering Services**

Date: May 26, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The score sheets, code of conduct and SOQs are to be turned in by **Tuesday, June 7, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Irene Ramirez, P.E., Chairperson
EC Member

From: Mario Cruz, CE II, Coordinator
Evaluation Committee

Subject: **Environmental Engineering Services**

Date: May 26, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The score sheets, code of conduct and SOQs are to be turned in by **Tuesday, June 7, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

**City of El Paso
Engineering Department**

To: Gerald Obermeyer, P.E., A/E Representative
EC Member

From: Irene Ramirez, P.E., Asst. City Engineer
Chairperson, Evaluation Committee

Subject: **Environmental Engineering Services**

Date: May 26, 2005

An Evaluation Committee (EC) has been named to select a slate to be interviewed by the Architect-Engineer Selection Committee for the subject project. Enclosed are the Statement of Qualifications (SOQs), Project Scope of Work, Code of Conduct statement and score sheets for you to review and rate the submittals. The score sheets, code of conduct and SOQs are to be turned in by **Tuesday, June 7, 2005 at 2:00 p.m.**, to Mario Cruz, CEA II. At this time, EC members' rankings will be tabulated (Please remember that **no ties are allowed**). The EC will not hold a meeting unless requested by one of the members prior to the above submittal deadline. If you have any questions, please call Mr. Cruz at 541-4426.

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



CITY COUNCIL

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DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Engineering Department

May 2, 2005

To all Pre-qualified Firms

Re: **Environmental Engineering Consultant Services**

Ladies/Gentlemen:

As one of the Pre-Qualified firms for Environmental Engineering Services, you are hereby notified that the City of El Paso is accepting submittals to provide environmental services for the following project: **Environmental Engineering Consultant Services**. Enclosed for your review is the RFQ Proposal Information Packet which includes the copy of the Scope of Work, Selection Procedure, submittal guidelines and the Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying. **[A Pre-proposal meeting (non-mandatory) is scheduled for 10:00 a.m. Tuesday, May 17, 2005].**

If your firm is interested in this project, you are requested to submit ten (10) copies of a submittal and a completed Statement of Non-Collusion, Non-Conflict of Interest and Anti-Lobbying in a sealed package **on or before 3 p.m. on the closing date of Thursday, May 26, 2005**. Your sealed submittal is to be delivered to Javier Reyes, P.E., Engineering Program Manager. Upon opening of packages, submittals that do not comply with ordinance requirements shall be returned as non-responsive. **Submittals received after 3:00 p.m., Thursday, May 26, 2005 will not be accepted and considered non-responsive.**

The list of firms that have been pre-qualified in disciplines that may/will be needed for the proper completion of this project is posted at the City of El Paso Engineering Department website. Please remember that the City of El Paso requires that any firm performing professional services for the City is pre-qualified by the closing date on any project submittal. If requested by one of the invited firms, a preliminary meeting may be held in order to discuss with all interested firms the scope of the project and address any initial questions.

If you have any questions, please contact Mr. Javier Reyes, P.E., Engineering Program Manager, at 541-4630.

Sincerely,


A handwritten signature in cursive script, appearing to read "Irene Ramirez".

Irene Ramirez, P.E.,
Assistant City Engineer

**City of El Paso
Engineering Department**

June 2, 2005

To: Rick Conner, City Engineer
Chairperson, Architect-Engineer Selection Committee

From: Irene Ramirez, P.E., Asst. City Engineer 
Chairperson, Evaluation Committee

Subject: **Environmental Engineering Services**

The Evaluation Committee has reviewed and evaluated the Statement of Qualifications (SOQ) of each submitting firm. Less than four (4) submittals were received and as per the ordinance are provided directly to the Selection Committee for evaluation and selection.


The Evaluation Committee recommends the following three (3) firms as shown below for interview by the Architect-Engineer Selection Committee.

	<u>Firm</u>	<u>Points</u>	<u>Ranking</u>
1.	EFI Global		
2.	Sun City Analytical		
3.	Hill Country Environmental		

**City of El Paso
Engineering Department**

June 2, 2005

To: Alan Shubert, Director, Building Permits and Inspection
Ellen Smyth, Environmental Department Director
Edward Flores ~~Hector Martinez~~, P.E., A/E Representative
Scott Gilliland, Zoo Architect

From: Rick Conner, City Engineer 
Chairperson, A/E Selection Committee

Subject: **Environmental Engineering Services**

Please note the time for the A/E Selection Committee meeting for subject project. The meeting will be held on **Wednesday, June 22, 2005**, in the **Engineering Conference Room, 4th Floor, City Hall** beginning at **1:00 p.m.** to evaluate and nominate the subject firm. A Debriefing will follow after the A-E Selection Meeting.

1:00 p.m.	Committee to meet (User Dept. will explain scope)
1:15 p.m.	EFI Global
2:00 p.m.	Sun City Analytical
2:45 p.m.	Hill Country Environmental
3:30 p.m.	Debriefing


Please call Javier Reyes, P.E. at 541-4630, if you should have any questions.

c: Engineering Department

**City of El Paso
Engineering Department**

June 2, 2005

To: Alan Shubert, Director, Building Permits and Inspection
Ellen Smyth, Environmental Department Director
Hector Martinez, P.E, A/E Representative

From: Rick Conner, City Engineer 
Chairperson, A/E Selection Committee

Subject: **Environmental Engineering Services**

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1:15 p.m.	EFI Global
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2:45 p.m.	Hill Country Environmental
3:30 p.m.	Debriefing

Please call Javier Reyes, P.E. at 541-4630, if you should have any questions.

c: Engineering Department

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



CITY COUNCIL

SUSAN AUSTIN
DISTRICT NO. 1

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PAUL J. ESCOBAR
DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Engineering Department

June 2, 2005

EFI Global
4150 Rio Bravo, Suite 245
El Paso, Texas 79902

Re: **Environmental Engineering Services**

Gentlemen:

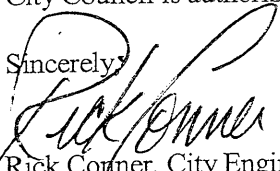
As Chairperson of the Architect-Engineer Selection Committee, I am calling a meeting of the Committee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the Committee. A Scope of Work for the project is included for your review.

The meeting is scheduled for **Wednesday, June 22, 2005, at 1:15 p.m.**, in the **Engineering Conference Room, 4th Floor, at City Hall**. You should make a presentation which demonstrates your capability to design this project. You will have 20 minutes for your presentation with a question and answer period to follow. You should bring any audio / video equipment and accessories required for your presentation. Your previously submitted statement of qualifications will be distributed to the subcommittee for their review. A **Debriefing session** will follow after the A-E Selection Meeting.

If you have any questions on this project, please contact Mr. Javier Reyes, P.E. at (915) 541-4630.

If your firm is nominated by the Committee, you will be required to submit a **fee proposal by 4:00 p.m., Tuesday, July 5, 2005**. Fee negotiations and scoping will be limited to the two (2) week period following submittal of your fee proposal. In accordance with the A/E Selection Ordinance, Section 2.88.030, Paragraph E, should agreement on a fee not be reached in this period, negotiations with your firm will cease and begin with the nominated alternate firm. Please be advised that only City Council is authorized to award city contracts.

Sincerely,


Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

#2 Civic Center Plaza, 4th Floor, El Paso, Texas 79901
(915) 541-4200 Telephone • (915) 541-4441 Fax • www.elpasotexas.gov

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



CITY COUNCIL

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DISTRICT NO. 6

VIVIAN ROJAS
DISTRICT NO. 7

ANTHONY COBOS
DISTRICT NO. 8

Engineering Department

June 2, 2005

Sun City Analytical
1409 Montana Ave.
El Paso, Texas 79902

Re: **Environmental Engineering Services**

Gentlemen:

As Chairperson of the Architect-Engineer Selection Committee, I am calling a meeting of the Committee to evaluate the consultant for the above referenced project. Your firm has been selected as a finalist to be interviewed by the Committee. A Scope of Work for the project is included for your review.

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Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner", is written over a horizontal line.

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

#2 Civic Center Plaza, 4th Floor, El Paso, Texas 79901
(915) 541-4200 Telephone • (915) 541-4441 Fax • www.elpasotexas.gov

JOE WARDY
MAYOR

JOYCE WILSON
CITY MANAGER

RICK CONNER
CITY ENGINEER



CITY COUNCIL

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VIVIAN ROJAS
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ANTHONY COBOS
DISTRICT NO. 8

Engineering Department

June 2, 2005

Hill Country Environmental, Inc.
1613 Capital of Texas Highway South, Suite 201
Austin, Texas 78746

Re: **Environmental Engineering Services**

Gentlemen:

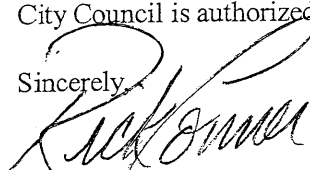
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Sincerely,


Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Mayor & City Representatives
Deputy C. M. Building & Planning

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(915) 541-4200 Telephone • (915) 541-4441 Fax • www.elpasotexas.gov

**City of El Paso
Engineering Department**

June 17, 2005

To: ✓ Alan Shubert, Director, Building Permits and Inspection
✓ Ellen Smyth, Environmental Department Director
✓ Edward Flores, P.E., A/E Representative
~~Scott Gilliland, AIA, Zoo Architect~~ not available: mpu CM (OL)

From: ✓ Rick Conner, City Engineer
Chairperson, A/E Selection Committee

Subject: **Environmental Engineering Services**

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2:45 p.m.	Hill Country Environmental
3:30 p.m.	Debriefing

Please call Javier Reyes, P.E. at 541-4630, if you should have any questions.

c: Engineering Department

Significant Projects
① no need to set-up office
② Lab Testing - Jenkins International
③ To supervise the abatement on-site work of local contractors:

City of El Paso
Engineering Department

Selection Committee Score Summary Form

Project: Environmental Engineering Services

Date: Wednesday, June 22, 2005

	EFI Global	Sun City Analytical	Hill Country Environmental		
Rater # 1	2	1	3		
Rater # 2	2	1	3		
Rater # 3	2	1	3		
Rater # 4	2	1	3		
Rater # 5					
Total Score	8	4	12		
RANK	2	1	3		

City of El Paso
Engineering Department

#1

Selection Committee Score Sheet

Project: Environmental Engineering Services

Date: Wednesday, June 22, 2005

Evaluation Factors	EFI Global	Sun City Analytical	Hill Country Environmental		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	25	25	25		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	20	23	20		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	5	5	4		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	5	5	3		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	4	5	3		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	4	5	4		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	4	5	4		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	0	0	0		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	4	4	3		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	4	4	3		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	4	4	3		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	4	5	4		
Total Points (Maximum Score - 100 Points)	83	90	76		
RANK	2	1	3		

City of El Paso
Engineering Department

Selection Committee Score Sheet

Project: Environmental Engineering Services

Date: Wednesday, June 22, 2005

#2
Alan Smyth

Evaluation Factors	EFI Global	Sun City Analytical	Hill Country Environmental		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	25	25	25		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	25	25	25		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	5	5	5		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	4	5	3		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	5	5	5		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	5	5	5		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	5	5	5		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	5	5	5		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	5	5	5		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	5	5		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	4	5	3		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	5	5	5		
Total Points (Maximum Score - 100 Points)	98	100	96		
RANK	2	1	3		

City of El Paso
Engineering Department

Selection Committee Score Sheet

Project: Environmental Engineering Services

Date: Wednesday, June 22, 2005

#3 *ALAN SHUBERT*

Evaluation Factors	EFI Global	Sun City Analytical	Hill Country Environmental		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	18	20	18		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	15	20	18		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	4	3	2		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	3	2	4		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	2	4	3		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	3	3	3		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	4	2	2		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	3	3	4		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	4	5	2		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	5	3	2		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	3	3	4		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	3	3	4		
Total Points (Maximum Score - 100 Points)	67 67	71	66		
RANK	2	1	3		

NO LAB WORK
IN HOUSE

NO USE
IN HOUSE LAB

NO LAB

City of El Paso
Engineering Department

Selection Committee Score Sheet

Project: Environmental Engineering Services

#4 Rick

Date: Wednesday, June 22, 2005

Evaluation Factors	EFI Global	Sun City Analytical	Hill Country Environmental		
I. PROJECT PLAN - (Maximum total of 60 points)					
1. Responsive to Scope of Work (25 Points) Provide a description of the firm's understanding of the project scope and the firm's technical approach to it.	23	23	20		
2. Project Team (25 Points) Provide the name of the proposed Project Manager, including a brief description of his/her relevant experience. The firm shall also provide, by discipline, the subconsultants to be used on the project including a brief description of the sub-consultants' relevant experience.	21	24	20		
3. Value Engineering Principles (5 Points) Provide a description of the firm's use of value engineering principles to effect economy in the construction of the project.	3	3	4		
4. Other Project Issues (5 Points) Discuss any other pertinent project issues such as zoning, environmental, land acquisition, public awareness, etc.	3 3	4+	3-		
II. COST CONTROL - (Maximum of 20 points)					
1. Estimating Method/Cost Control Plan (5 Points) Describe the firm's method for preparing estimates. Discuss how the firm proposes to contain scope and cost escalation during design and construction.	3-	4	3-		
2. Experience of In-House (and any Subcontracted) Estimator(s) (5 Points) Provide the name of the firm's estimator and a brief description of the estimator's relevant qualifications. Include comparison of cost estimate vs. actual construction cost for last five (5) years.	2+	3+	2		
3. Quality Assurance Review (5 Points) Describe the firm's approach to quality assurance as it relates to cost estimating.	2+	2-	3+		
4. Change Orders (5 Points) Provide a change order history for the firm's last five (5) projects to include delineation between scope and construction change orders. Discuss the firm's approach to negotiating with contractors.	2+	3+	3++		
III. QUALITY CONTROL - (Maximum of 20 points)					
1. Quality Control Procedure (5 Points) Describe how the firm performs quality control in the preparation of construction plans and specifications.	3-	3	3		
2. Peer Review Principles (5 Points) Describe the firm's use of peer review for quality control. Describe the firm's plan to identify and correct errors and omissions in construction plans and specifications before such materials are submitted to the City.	2	2	1		
3. Constructibility Review (5 Points) Describe the firm's approach to reviewing projects for ease of construction.	2	2	1		
4. Governing Code Compliance Review (5 Points) Describe the firm's familiarity with governing codes and their application to the project.	2	2	1		
Total Points (Maximum Score - 100 Points)	68	75	64		
RANK	2	1	3		

CHECKLIST FOR ARCHITECT AND ENGINEER SELECTIONS

DATE: June 22, 2005 PROJECT: Environmental Engineering Services

INTERVIEW PANEL:

TITLE / DESCRIPTION	NAME	VOTED
City Engineer	Rick Conner	Yes
Director of Building, Permits & Inspection	Alan Shubert	Yes
Chief Architect		No
Representative of the Design Community	Ed Flores	Yes
Director of User Department	Ellen Smyth	Yes
Deputy City Manager		No
Additional Staff Member	Mario Cruz	No
Additional Staff Member		No
Additional Staff Member		No

	FIRM	<i>EFI</i>	<i>SunCity</i>	<i>Hill Country</i>
1) Welcome everyone.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
2) Ask if everyone has signed in.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
3) Introduce the panel and guests.		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
4) Explain the process (twenty minutes, etc)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
5) Invite the chief representative to the debriefing		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
6)				

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
J. ALEXANDRO LOZANO, DISTRICT 3
MELINA CASTRO, DISTRICT 4
PRESI ORTEGA, JR., DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

ENGINEERING DEPARTMENT

June 22, 2005

Sun City Analytical, Inc.
1409 Montana Avenue
El Paso, Texas 79902

Re: **Environmental Engineering Services**

Gentlemen:

Your firm has been nominated by the Architect-Engineer Selection Subcommittee to perform services for the above project. Enclosed for your review is a copy of an Agreement for Services, a copy of Architectural / Engineering Plan Submittal Requirements and Architectural Drawing Preparation Guidelines. Also included is a Scope of Work.

You are requested to submit a fee proposal for this project and to show in detail the basis upon which you have calculated your fee. Please include detailed breakdown of your general and administrative overhead multiplier as well as your profit mark-up. Your proposal is to be delivered by messenger to Javier Reyes, P.E., Engineering Program Manager no later than 4:00 p.m., on **Tuesday, July 12, 2005**.

You must provide a certificate of insurance which complies with requirements as shown on the attached page.

Please be advised that only the El Paso City Council has the authority to enter into an agreement for consultant services on behalf of the City of El Paso. Your nomination with our recommendation, along with a negotiated agreement for services, will be forwarded to City Council for its consideration and action.

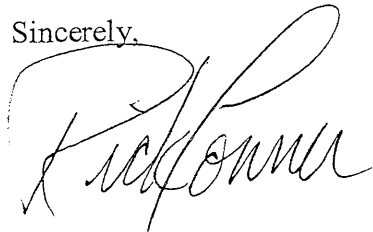
Re: **Environmental Engineering Services**

June 22, 2005

Page Two

If you wish additional information, please contact Mr. Javier Reyes, P.E., Engineering Program Manager, at 541-4630.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner". The signature is fluid and cursive, with a large initial "R" and "C".

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

enc.

c: Mayor & City Representatives
Deputy C.M. Development & Infrastructure Services

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER



CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
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STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

ENGINEERING DEPARTMENT

June 22, 2005

Hill Country Environmental, Inc.
1613 Capital of Texas Highway South, Suite 201
Austin, Texas 78746

Re: **Environmental Engineering Services**

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's A/E Selection Committee on June 22, 2005, for the proposed referenced project. Your presentation to provide design services was very professional.

The Committee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Conner". The signature is fluid and cursive, with a large initial "R" and "C".

Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Deputy C.M. Development & Infrastructure Services

JOHN COOK
MAYOR

JOYCE WILSON
CITY MANAGER



CITY COUNCIL
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STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

ENGINEERING DEPARTMENT

June 22, 2005

EFI Global, Inc.
4150 Rio Bravo, Suite 245
El Paso, Texas 79902

Re: **Environmental Engineering Services**

Gentlemen:

The City of El Paso appreciates your attendance at the interview held by the City's A/E Selection Committee on June 22, 2005, for the proposed referenced project. Your presentation to provide design services was very professional.

The Committee had a difficult task in nominating a firm from those interviewed, all of which were outstanding. Although your firm was not the nominee, we hope you will continue to propose on future projects.

Thank you for your participation.

Sincerely,

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Rick Conner, City Engineer
Chairperson, A/E Selection Committee

c: Deputy C.M. Development & Infrastructure Services

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Environmental Engineering Consultant Services**

PART I.

I hereby certify that there is no conflict of interest in my participation in the review and evaluation of the Request for Qualification identified above. I acknowledge that I am to conduct reviews of qualifications received in response to the above request, and I understand my responsibilities relating to conflict of interest and non-disclosure of information obtained during these reviews.

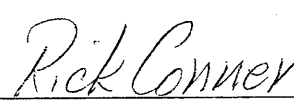
I certify that I:

- have no personal bias, and will introduce none, either in favor of, or against any respondent's qualifications;
- have no relationship of any type with any respondents, either familial, business or otherwise;
- have not and will not accept any gratuities, favors, or anything of value, monetary or otherwise, from anyone for the purpose of having the effect of influencing the decision for selection or disapproval of any qualifications;
- have not and will not discuss this request for qualifications or its selection procedure with anyone or any firm seeking award unless specifically authorized by the City Attorney's Office of the City of El Paso;
- have not assisted, and will not assist, with the development and/or preparation of any of the qualifications submitted in response to the above request;
- have not and will not engage in any activity that will restrict or eliminate competition under this procurement process; and
- will avoid any questionable or improper conduct in relation to this procurement process.

PART II.

I understand it is my responsibility to immediately identify to the City Engineer any financial, personal, or other interest or relationship I may have with any respondent and any employee, officer, or agent of any respondent to this request for qualifications. I further understand that it is my responsibility to immediately identify to the City Engineer of any communications made to me by anyone or any firm seeking award of this request for qualifications.


Signature


Printed Name

22 June 05
Date

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Environmental Engineering Consultant Services**

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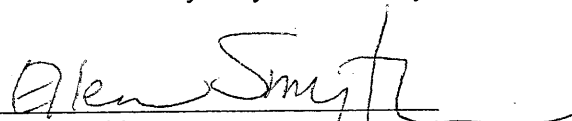
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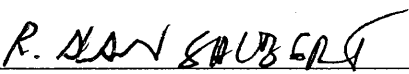
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Signature


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Printed Name

CODE OF CONDUCT STATEMENT

Name of Request for Qualifications: **Environmental Engineering Consultant Services**

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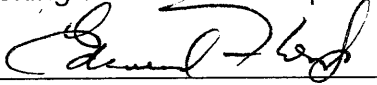
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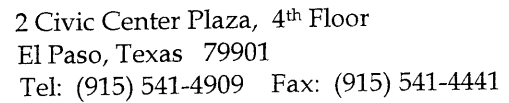
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Signature

6/22/05
Date

EDWARD FLORES JR
Printed Name



* PLEASE PRINT *

[illegible]